

STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
DIVISION OF HEALTHCARE ACCESS & QUALITY AND HEALTH PROTECTION
600 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501

**REQUEST FOR PROPOSALS TO PROVIDE SERVICES TO ADMINISTER NURSE AIDE TESTING
AND COMPETENCY EVALUATION IN SOUTH DAKOTA**

PROPOSALS ACCEPTED UNTIL April 18, 2022 (5:00 pm CST)

RFP #: 22-0903002-015

CONTACT: Chris Qualm

PHONE: (605) 773-3356

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

Pursuant to SDCL §34-12-29 and ARSD Article 44:74, the Department of Health (DOH) is responsible for establishing the education, training, and examination requirements for nurse aides, the qualifications of nurse aide instructors, and the issuance, revocation, denial, or suspension of nurse aide registration.

The purpose of this RFP is to solicit proposals from organizations interested in providing nurse aide training and competency evaluation on behalf of the DOH.

As interested vendors develop their proposals, we strongly encourage them to periodically review any additional materials relevant to the RFP (Questions & Answers document, etc.) that may be posted on the DOH website at <http://doh.sd.gov/news/>.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the South Dakota Department of Health, Division of Healthcare Access & Quality and Health Protection. The reference number for the transaction is RFP #22-0903002-015. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

While submission of a Letter of Intent is not required, it is encouraged. Along with some general details about the intended proposal, the Letter of Intent should also include the anticipated date of submission. If submitted by mail, the Letter of Intent should be addressed to:

**RFP # 22-0903002-015
CHRIS QUALM, ADMINISTRATOR
OFFICE OF LICENSURE & CERTIFICATION
SD DEPARTMENT OF HEALTH
600 E. CAPITOL AVE
PIERRE, SD 57501**

The Letter of Intent may also be submitted to Chris Qualm via email at chris.qualm@state.sd.us. You may also fax your Letter of Intent to the attention of Chris Qualm at (866) 539-3886.

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	March 3, 2022
Letter of Intent to Respond Due	March 17, 2022
Deadline for Submission of Written Inquiries	March 24, 2022, 5pm CST
Responses to Vendor Questions	April 4, 2022
Proposal Submission	April 18, 2022, 5pm CST
Oral Presentations/discussions (if required)	April 2022 (exact dates TBD)

1.5 SUBMITTING YOUR PROPOSAL

All proposals must be completed and received in the South Dakota Department of Health, Division of Healthcare Access & Quality and Health Protection, Office of Licensure and Certification by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline or after the RFP has closed will be late and ineligible for consideration.

An original and three (3) identical copies of the proposal shall be submitted.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the envelope sent by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words "Sealed Proposal Enclosed" must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL # 22-0903002-015
PROPOSAL DUE April 18, 2022 5pm CST
CHRIS QUALM, ADMINISTRATOR
OFFICE OF LICENSURE & CERTIFICATION
SD DEPARTMENT OF HEALTH
600 E. CAPITOL AVE
PIERRE, SD 57501**

All capital letters and no punctuation are used in the address. The Department of Health address as displayed should be the only information in the address field.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.7 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin, or disability.

1.8 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred

thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.9 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time. No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.10 VENDOR INQUIRIES

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Chris Qualm at chris.qualm@state.sd.us with the subject line "**RFP #22-0903002-015**". If inquiries are submitted by mail, please use the contact information contained in Section 1.5. Be sure to reference the RFP number in your letter.

The Department of Health prefers to respond to vendor's inquiries (if required) via e-mail. If a vendor does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the vendor. All vendors will be informed of any inquiries and the State's response. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.11 PROPRIETARY INFORMATION

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.12 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The laws of South Dakota shall govern this transaction.

1.13 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

2.1 Public Law 101-166, Section 511, Steven's Amendment

SEC. 511. When issuing statement, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources

2.2 The Successful responding vendor will perform those services described in the resulting contract or agreement.

2.3 The services to be provided under the contract shall commence on and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.

2.4 The Vendor agrees to indemnify and hold the State of South Dakota, its officers, agents, and employees, harmless from and against any and all actions, suits, damages, liability, or other proceedings that may arise as the result of performing services hereunder. This section does not require the Vendor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents, and employees.

2.5 The Vendor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Vendor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than 1,000,000 for each occurrence and 3,000,000 aggregate.

B. Worker's Compensation Insurance:

The Vendor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

C. Certificates of Insurance:

Before beginning work under the Agreement, the Vendor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Vendor shall furnish copies of insurance policies if requested by the State.

2.6 While performing services under agreement with the State, the Vendor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.7 Vendor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Vendor or the State to liability. Vendor shall report any such event to the State immediately upon discovery.

Vendor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Vendor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Vendor to report any event to law enforcement or other entities under the requirement of any applicable law.

2.8 **Termination Provision:** The Agreement may be terminated by either party by providing written notice as mutually agreed and specified in the Agreement. In the event the Vendor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the State at any time with or without notice. Upon termination the State may take over the work and may award another party an agreement to complete the work under the Agreement.

2.9 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.

2.10 The Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.

2.11 The Vendor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.

2.12 In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.

- 2.13** All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.14** Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.15** The Vendor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Vendor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Vendor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.16** The Vendor certifies that neither the Vendor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Vendor further agrees that it will immediately notify the State if during the term of the Agreement Vendor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.17** **Conflict of Interest:** Vendor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.

3.0 SCOPE OF WORK

Pursuant to SDCL §34-12-29 and ARSD Article 44:74, the Department of Health (DOH) is responsible for establishing the education, training, and examination requirements for nurse aides, the qualifications of nurse aide instructors, and the issuance, revocation, denial, or suspension of nurse aide registration. The purpose of this RFP is to solicit proposals from organizations interested in providing nurse aide training and competency evaluation on behalf of the DOH. Proposals shall describe how they intend to meet each of the following requirements:

- 3.1** Annually review and validate, in cooperation with the DOH, to ensure that the written and skill test is relevant and appropriate for use.
- 3.2** Annually review and validate, in cooperation with the DOH, to ensure that the training program curriculum is relevant and appropriate for use.
- 3.3** Administer the certified nursing assistant competency evaluation, including the following sub-tasks:
- 3.3.1** Oversee the design of the written and skill test and ensure it is in compliance with the minimum requirements set forth by DOH (pursuant to SDCL 34-12-29 and ARSD 44:74:02:17), and coordinate on an ongoing basis to administer the written and skill tests in coordination with certified test sites;
- 3.3.2** Be responsible for expenses associated with the evaluation of the program process;

- 3.3.3 Manage the certification process for test observers, including but not limited to qualifications of test observers and test sites, adequate physical facilities for testing, and knowledge of expectations for testing procedures to ensure regulatory compliance;
- 3.3.4 Manage the certification process for test sites, including but not limited to qualifications of test observers and test sites, adequate physical facilities for testing, and knowledge of expectations for testing procedures to ensure regulatory compliance;
- 3.3.5 Train and certify on-site (facility) test observers upon request;
- 3.3.6 Administration and oversight of nursing facility proctored examinations (pursuant to SDCL 34-12-29), ensuring that the ability of approved facilities to provide on-site written, oral, or skills demonstration examinations which are proctored by facility personnel;
- 3.3.7 Receive daily transmissions of all imported and scored results and issue pass/fail notification letters as appropriate by mail and/or email to the test candidates and sponsoring facility;
- 3.3.8 Submit test candidate reports to the Board of Nursing (BON) after they are received from the test vendor;
- 3.3.9 Annually set the training and testing fees associated with the program; and
- 3.3.10 Receive and retain all revenues generated from training and testing fees associated with the program as described.
- 3.4 Maintain open communication with the DOH relevant to the certified nurse aide training and competency training process, per the requirements of ARSD Chapter 44:74 and applicable federal regulations;
- 3.5 Maintain a database of authorized test sites and test observers, a dedicated phone line for the program purposes, and a website/online support for nurse aides, test candidates, and test observers;
- 3.6 Maintain the Nurse Aide Testing Manual for trainers and test observers; and
- 3.7 Review, revise and maintain the Nurse Aide Candidate Handbook.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1 The responding vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2 **Vendor's Contacts:** Responding vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the Department of Health. Responding vendors and their agents may not contact any state employee other than the identified Department contact person regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Responding vendors and their agents who have questions regarding this matter should direct them to the identified Department contact person.

- 4.3 Responding vendors shall include in the proposal any and all specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements.
- 4.4 Responding vendors shall describe in the proposal their resources available to perform the work.
- 4.5 Provide the following information:
 - 4.5.1 Anticipated effectiveness of the proposal to adequately establish and provide the education, training, and examination requirements for nurse aides, the qualifications of nurse aide instructors, and the issuance, revocation, denial, or suspension of nurse aide registrations.
 - 4.5.2 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the Scope of Work outlined in Section 3.0;
 - 4.5.3 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 4.5.4 Record of past performance, including fees charged for similar programs, quality of work, ability to meet schedules, cost control, and contract administration;
 - 4.5.5 Availability to the project locale;
 - 4.5.6 Familiarity with the project locale;
 - 4.5.7 Proposed project management techniques;
 - 4.5.8 Ability and proven history in handling special project constraints; and
 - 4.5.9 Proposed training and testing fees.
- 4.6 Upon request by the State, responding vendors shall provide a copy of the facilities audited financial statements. If requested by the State, the audited financial statements shall be provided in the form of an independent auditor's report from the most recent fiscal period available. The audited financial statements shall demonstrate the vendor's overall financial health and long-term financial stability.
- 4.7 The responding vendors shall include in the proposal any additional information that it deems relevant to demonstrating the facility's ability to successfully and effectively complete the Scope of Work.
- 4.8 Responding vendors shall include in the proposal information that establishes the vendor's ability and proven history in handling special project constraints.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1 An original and three (3) copies shall be submitted.

- 5.1.1 In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Vendors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2 All proposals must be organized and tabbed with labels for the following headings:
 - 5.2.1 **RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 **Executive Summary.** The one- or two-page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 **Detailed Response.** This section should constitute the major portion of the proposal and must contain at least the following information:
 - 5.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.
 - 5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.
 - 5.2.3.3 A clear description of any options or alternatives proposed.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 6.1 Proposals will be evaluated upon submission and in the order in which they are received. After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria in the relative order of importance:
 - 6.1.1 Anticipated effectiveness of the proposal to adequately establish and provide the education, training, and examination requirements for nurse aides, the qualifications of nurse aide instructors, and the issuance, revocation, denial, or suspension of nurse aide registrations;
 - 6.1.2 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 6.1.3 Resources available to perform the work, including any specialized services, within the specified time limits for the project, taking into consideration but not limited to the proposed workforce plan;
 - 6.1.4 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;

- 6.1.5** Availability to the project locale;
 - 6.1.6** Familiarity with the project locale;
 - 6.1.7** Proposed project management techniques;
 - 6.1.8** Ability and proven history in handling special project constraints;
 - 6.1.9** Plan for meeting statutorily mandated occupancy rates; and
 - 6.1.10** Quality assurance
- 6.2** Experience and reliability of the Vendor's organization are considered subjectively in the evaluation process. Therefore, the Vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 6.3** The qualifications of the personnel proposed by the Vendor to perform the requirements of this RFP, whether from the Vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the Vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The Department of Health reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota. The Department of Health also reserves the right to award multiple proposals.
- 6.5 Award:** The Department of Health and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including performance schedule.
 - 6.5.1** If the Department and the highest ranked offeror are unable for any reason to negotiate an agreement to perform the scope or work, the Department shall, either orally or in writing, terminate negotiations with the highest ranked offeror. The Department may then negotiate with the next highest ranked offeror.
 - 6.5.2** The negotiation process may continue through successive offerors, according to Department ranking, until an agreement is reached, or the Department terminates the negotiation process.